



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1269548			Reason for Modification: Added Addendum 2 with the correct shipping and invoice location.
Doc Description: Equipment and Systems Maintenance and Repairs Contract DRKJC			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-03	2023-08-28 10:30	ARFQ 0608 DCR2400000013	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name: CIMCO, Inc.

Address: 2336 Virginia Ave.

Street:

City: Hurricane

State: WV

Country: USA

Zip: 25526

Principal Contact: Darren P. Griffith

Vendor Contact Phone: (304) 562-7705

Extension:

FOR INFORMATION CONTACT THE BUYER

Mary R Kemper

304-957-8226

mary.r.kemper@wv.gov

Vendor Signature X

Darren P. Griffith

FEIN#

55-0749511

DATE

8/27/2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract to provide preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment for the Equipment and Systems Maintenance and Repairs Contract at Donald R. Kuhn Juvenile Center located at 1 Lory Place, Julian, WV 25529 in Boone County.

INVOICE TO

DONALD R KUHN JUVENILE
CENTER
1 LORY PL

JULIAN WV
US

SHIP TO

DONALD R KUHN JUVENILE
CENTER
1 LORY PL

JULIAN WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Cost				

Comm Code	Manufacturer	Specification	Model #
72151201			

Extended Description:
Equipment and Systems Maintenance and Repairs Contract

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Non-Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-08-14
2	Deadline for Questions Due is 2:00 PM E.S.T.	2023-08-21
3	Bid Due By 10:30 AM E.S.T.	2023-08-28

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0608 DCR2400000013

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

 CIMCO, Inc.
Company

 Damen P. Griffith
Authorized Signature

 8/27/2023
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Darren Griffith Service Manager
(Name, Title)
Darren P. Griffith Service Manager
(Printed Name and Title)
2336 Virginia Ave. Hurricane, WV 25526
(Address)
(304) 562-7705 (304) 397-4178
(Phone Number) / (Fax Number)
Dgriffith@cimcowv.com
(Email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

CIMCO, Inc.
(Company)
Darren P. Griffith Darren P. Griffith Service Manager
(Authorized Signature) (Representative Name, Title)
Darren P. Griffith Service Manager
(Printed Name and Title of Authorized Representative) (Date)
8/28/2023
(Date)
(304) 562-7705 (304) 397-4178
(Phone Number) (Fax Number)
Dgriffith@cimcowv.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

CTMCO, Inc.
Company

James P. Giffith
Authorized Signature

8/28/2023
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CIMCO, Inc.

Authorized Signature: *Donna P. Griffith* Date: 8/28/2023

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 28 day of August, 2023

My Commission expires July 12, 2028.

AFFIX SEAL HERE NOTARY PUBLIC *Debra D. Baker*





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,
COUNTY OF Putnam, TO-WIT:

I, Darren P. Griffith, after being first duly sworn, depose and state as follows:

1. I am an employee of CTMCO, Inc.; and,
(Company Name)
2. I do hereby attest that CTMCO, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Darren P. Griffith
 Signature: Darren P. Griffith
 Title: Service Manager
 Company Name: CTMCO, Inc.
 Date: 8/28/2023

Taken, subscribed and sworn to before me this 28 day of August, 2023.

By Commission expires July 12, 2028

(Seal)

Dennis D. Baker
(Notary Public)

ARFQ 0608 DCR2400000013
REQUEST FOR QUOTATION
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT
DONALD R. KUHN JUVENILE CENTER

whichever is less. Agency must approve all price adjustments prior to implementation.

1.15 CONTRACTOR DEFAULT:

- A. The following shall be considered a Contractor default under this Contract.
- 1) Failure to perform Contract Services in accordance with the requirements contained herein.
 - 2) Failure to comply with other specifications and requirements contained herein.
 - 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 4) Failure to remedy deficient performance upon request.

1.16 CONTRACT MANAGER:

- A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

Contract Manager: Darren P. Griffith
Telephone Number: (304) 562-7705
Fax Number: (304) 397-4178
Email Address: Dgriffith@oimco.wv.com

END OF SPECIFICATIONS

Donald R. Kuhn Juvenile Center

ARFQ 0608 DCR2400000013 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance Equipment and Systems	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount
Equipment and Systems	Biannual	2	\$43,880.00	\$5,7160.00
			Subtotal A:	\$ 5,7160.00

Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours *	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	\$ 115.00	\$ 11,500.00
Overtime Labor Rate	Hour	16	\$ 140.00	\$ 2,240.00
Holiday Labor Rate	Hour	8	\$ 150.00	\$ 1,200.00
Emergency Labor Rate	Hour	8	\$ 140.00	\$ 1,180.00
			Subtotal B:	\$ 16,060.00

New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage	New Equipment, Devices, and Parts Markup Percentage Extended Amount
Parts	\$5,000.00	35 %	\$ 6,750.00
		Subtotal C:	\$ 6,750.00

OVERALL COST (by adding subtotals A, B, and C) **\$ 28,570**

Bidder/Vendor Information:

Name: CINDI, INC.
 Address: 2336 Virginia Ave.
Harrisonville 25526
 Phone No.: (304) 562-7705
 Fax No.: (304) 347-4178
 Email Address: DonR@CINDI.com
 Authorized Signature: James P. Hyatt

NOTES:
 * Quantities are estimated for bid evaluation purposes only.
 ** Estimated cost for bid evaluation purposes only.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Jeff O'Dell PHONE (A/C, No. Ext): 304-357-4520 FAX (A/C, No): 304-345-8724 E-MAIL ADDRESS: jeffodell@friedlandercompany.com	
INSURED Cimco, Inc. P O Box 480 Culloden WV 25510-0480		INSURER(S) AFFORDING COVERAGE	
CIMICO1		INSURER A: Phoenix Insurance Company	NAIC # 25623
		INSURER B: Travelers Property & Casualty	25674
		INSURER C: Travelers Casualty Ins Co of A	12432
		INSURER D: Travelers Ind Co of America	25666
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 348764147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CO-5J777287-22	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$				
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA-9M453428-22	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-4J428679-22	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>Y</td> <td>N/A</td> </tr> </table>	Y/N		Y	N/A		UB-0L10858A-22	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Y/N										
Y	N/A									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC includes Broad Form Employers Liability, WV 23-4-2
 Per Project Aggregate applies when required by written contract.

Evidence of Insurance

CERTIFICATE HOLDER TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV025512**

CLASSIFICATION:

HEATING, VENTILATING & COOLING
PIPING
PLUMBING
SPECIALTY

CIMCO INC
DBA CIMCO INC
PO BOX 480
CULLODEN, WV 25510

DATE ISSUED

MAY 25, 2023

EXPIRATION DATE

MAY 25, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.